

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3 * * *

4 CHRISTOPHER MODGLING,

5 Plaintiff,

6 v.

7 PROGRESSIVE DIRECT INSURANCE
8 COMPANY; and DOES I through X,
9 inclusive,

10 Defendants.

Case No. 2:17-cv-01986-APG-PAL

**ORDER REMANDING CASE TO STATE
COURT**

11 Defendant Progressive removed this case to federal court on July 20, 2017. Plaintiff
12 Modgling subsequently moved to remand the case, asserting that “most of the contract claim
13 alleged in the Complaint has been satisfied and the Plaintiff’s intention is to leave this in arbitration
14 and seek up to the cap of \$50,000 in extra contractual damages.” ECF No. 7 at 2. Modgling further
15 admits that “the amount being sought is not in excess of the \$75,000 jurisdictional threshold.” *Id.*
16 Progressive does not oppose remand based upon Modgling’s admission that the amount at issue
17 does not exceed this court’s jurisdictional amount. ECF No. 10.¹ Therefore, this court does not
18 have diversity jurisdiction over this case.

19 IT IS THEREFORE ORDERED that the plaintiff’s motion to remand (ECF No. 7) is
20 **GRANTED**. The case is remanded to the state court from which it was removed for all further
21 proceedings. The Clerk of the Court is instructed to close this case.

22 Dated: August 4, 2017.

23 

24 ANDREW P. GORDON
25 UNITED STATES DISTRICT JUDGE
26

27 _____
28 ¹ It is unclear, and seemingly unjustified, why Modgling’s counsel refused Progressive’s
stipulation to remand. ECF No. 10-1.